Request for Proposal

17-525 Addendum 2

Professional Services for
Data Migration Services

NIGP Commodity Code(s):

920-00 - DATA PROCESSING, COMPUTER, PROGRAMMING
920-22 - DATA PREPARATION AND PROCESSING SERVICES
920-23 - DATA RECOVERY SERVICES
920-24 - DATA CONVERSION SERVICES
920-30 - IMAGE PROCESSING AND CONVERSION SERVICES

**Submit proposals
(sealed) to:**
Deputy City Clerk
City of Tulsa
175 E. 2ND St.
Suite 260
Tulsa, OK 74103

Addendum #2

Changes:
The following Questions and Answers section has been added for clarification.

1. Can portions of the work be performed remotely? Which portions are required to be performed on-site**?**
   Response: Yes, we have a security protocol in place for vendor remote access.   No known portions are required to be performed on site at this time.
2. Are the names and a brief description of the 108 legacy databases available?
   Response: The scope of work involves converting 10 to 12 systems currently, which involves about 16 databases (not 108). Names and descriptions are shown in the specification section of this document.
3. What are the number of data tables and fields?
   Response: All of the available database information is contained in the specification section of this document. Documentation such as entity relationship diagrams, database models, or database dictionaries are not available.
4. What is the total number of records?
   Response: All of the available database information is contained in the specification section of this document.
5. What is the combined data size (e.g., # terabytes)?
   Response: Sizes for individual databases are included in the specification section of this document. There are some additional items/data external to the databases for which size has not yet been determined.
6. Can we access the source code for each legacy system?
   Response: We believe that the majority of the source code for the in-house developed applications is available. Source code for three purchased systems is unavailable.
7. What types of code are in the legacy systems (e.g., FORTRAN, COBOL, C++, etc.)?
   Response: Code in legacy systems may include a combination of Oracle Forms and Reports (only available on an XP desktop) or stored procedures which employ COBOL, APEX, VB, etc.
8. How much time will the business process personnel have available for us - both for the initial review phase and the implementation phase?
   Response: Business process personnel will be available as needed.
9. What is the time frame for Phase 1?
   Response: Schedule for implementation of our new system has not been set.   The Phase I work including analysis must be completed prior to June 2018.
10. Is any data stored as encrypted data?
    Response: No

Addendum #1

Changes:
1. Added to item B.Optional Phase II under section IV. DELIVERABLES, "This work is to be conducted at the City's option after the Target Replacement System(s) are identified."
2. Exhibit A was changed to include "Estimated" total cost and "Optional Purchase" of Phase II.

The following Questions and Answers section has been added for clarification.
1. What system documentation is available for the named systems?
   Response: No documentation exists
2. Are the target systems known?
   Response: The systems will be selected in January of February of 2018.
3. Are business users available to point out what significant fields should contain?
   Response: Yes, business users are available and specifically allocated to point out what significant fields should contain.
4. Are target field multiple systems or one large system?
   Response: Target systems will consist of at least three primary systems: Police Records Management, Court Case Management and Prosecutor Module
5. What types of records are contained in the subject systems?
   Response: There are no non-electronic records included. Police Records Management includes Incidents, Field Reporting, Warrants, Arrests, etc. Court Case Management Systems includes Court Cases, Dispositions, Dockets, Arrests, etc. Prosecutor contains records similar to Case Management plus Prosecutor Notes.
6. What system is used to store images?
   Response: There are currently several separate systems that are used to store images. The primary ones are AEX and TRACIS.
7. Has tool to pull records from IBM Content Manager and OnDemand completed moving all records?
   Response: The project is outside this scope.
8. How much data overlap is present among existing systems?
   Response: There should be only a minimal amount.
9. Is the extraction tool required for the IBM image systems available for use?
   Response: The effort to do so is out of scope for this bid request/project.
10. Is Criminal History Information (CHI), Criminal Identification Information (CII), or other Criminal Justice Information System (CJIS) protected data identified?
    Response: No, individual data elements have not been categorized as being protected vs. not protected under those standards. However, we do have data that can be classified under these standards as protected.
11. Are records purging requirements identified?
    Response: We have identified Retention Policies for each of the Current Legacy

Systems' Data Sets. Specific directives for purging data have not been identified.

12. Which system(s) of those listed will be kept?
Response: All listed systems will be replaced.

13. What is the goal of the data cleansing request?
Response: The Data Cleansing Recommendation should consist of a set of recommendations regarding data quality standards, error correction, and possible conversion issues, as well as questions that guide business policy regarding data entry. We are looking for the seller to also provide additional recommendations that need to be included as well.

14. Will Seller leave tools used to cleanse data?
Response: Not required.

15. Should the cost of tools be included?
Response: If the respondent specifies that a tool is required along with proving a justification for the output or its use then the cost should be included but called out separately from services within the proposal.

16. What is the time frame for completing Phase II?
Response: It's not known until Target Systems are identified and a project schedule is received from the winning respondent to the Records and Case Management Systems ("RCMS") project. However, we roughly estimate that the timeline for completion of Phase I would be in September 2018.

17. Is pricing for work associated with the "Optional Phase II" required?
Response: No, however, we do not plan on issuing a second solicitation which covers only "Phase II" requirements.

18. Will only one seller be chosen to complete both phases?
Response: We prefer to choose one.

19. Is a firm fixed price required for both phases?
Response: We have adjusted the price table to request an estimate of hours and firm hourly price for calculation of estimated individual costs for each phase.

20. Is a project plan necessary?
Response: Yes, however, the plan need not include task level. However, the City would prefer a complete schedule that contains as much detail as possible.

21. With regards to the data cleansing would data normalization be considered in scope? If not, would the City of Tulsa find this valuable?
Response: By normalization, do you mean checking uniqueness of records, checking Foreign Keys for "orphan" records, and checking for data anomalies? If so, yes it is considered in scope.

22. IBM Content Manager was mentioned in the pre-proposal meeting but not in the RFP. Will you provide additional information on how this would relate to the project if at all?
Response: There are images from the IBM Content Manager ("CM") that will be migrated to the new system(s), but we are taking care of the extract and don't expect there to be any clean-up of the data. Therefore, IBM CM is not considered in scope for data cleansing or extraction.

I.   STATEMENT OF PURPOSE:

With this Request for Proposal (RFP), we are searching to secure professional services to perform Data Migration Services.

We enthusiastically look forward to receiving your proposal.

II.   INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A.   General Requirements

1.   Proposals must be received by **5:00 p.m. on Wednesday, October 25, 2017, Central Daylight Time.** Please place proposals in a sealed envelope or box clearly labeled "**RFP 17-525, Data Migration Services**" **Proposals received late will be returned unopened.**

2.   Proposals shall be delivered sealed to:

Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103

3.   All interested Respondents (Sellers) are required to register with the Buyer in order to receive updates, addenda or any additional information required. The City is not responsible for any failure to register.

4.   A mandatory Pre-Proposal Meeting Conference will be held **Monday, September 25, 2017** at **1:00 PM** in the 3rd floor conference room of the One Technology Center 175 East 2nd Street, Tulsa to discuss the RFP and submission process. Those unable to attend in person may register with the buyer join in by teleconference, but must do so four (4) days in advance.

5.   Inquiries to the Buyer requesting clarification regarding the Request for Proposal or the content therein must be made via e-mail and must be received prior to the end of the business day on **October 6, 2017,** and must include **RFP17-525 Data Migration Services** on the subject line.

Terry Thomas, Senior Buyer
tthomas@cityoftulsa.org

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the

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change or addition will be forwarded to all registered Respondents as quickly as possible by addendum.

6. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a proposal. The Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute the contract on the Respondent's behalf.

7. Proposals will be opened on the morning after the due date, at 8:30am, at the:

>**Standards, Specifications, and Awards Committee Meeting**
>**175 East 2nd Street, 2nd Floor**
>**City Council Chamber**

B. General Notifications

1. The City of Tulsa notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.

2. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

3. All Respondents shall comply with the Americans with Disabilities Act (ADA) and all proposals and a subsequent contract, if any, shall include the following statement:

>"The Respondent shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act. It is understood that the program of the Respondent is not a program or activity of the City of Tulsa. The Respondent agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Respondent. Under no circumstances will the Respondent conduct any activity which it deems to not be in compliance with the ADA."

4. The City of Tulsa also notifies all Respondents that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City's Objectives.

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5. Although it is the City's intent to choose only the most qualified Respondents, the City reserves the right to choose any number of qualified finalists for interview and/or for final selection. At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal.

6. This Request for Proposal does not commit the City of Tulsa to pay any costs incurred in the preparation of proposals, or in submission of a proposal, or the costs incurred in making necessary studies and designs for preparation thereof, or to contract for services or supplies necessary to respond. Any expenses incurred by the Respondent(s) in appearing for an interview or in any way in providing additional information as part of the response to this Request for Proposals are solely the responsibility of the Respondent. The City of Tulsa is not liable for any costs incurred by Respondents for any work performed by the Respondent prior to the approval of an executed contract by the City of Tulsa.

III. SCOPE OF WORK:

A. Overview

1. The scope of work will involve the analysis and development of recommendations for the migration of select data from digital data sets owned by the Municipal Courts, City Prosecutor's Office, and the Tulsa Police Department.

2. Each of these departments is currently engaged in a competitive bid process to replace their legacy systems of record with new, modern systems (Target Replacement Systems).

3. Once these Target Replacement Systems are selected, The City of Tulsa may exercise its option to engage Respondent to perform data migration services from each of the current systems to the new Target Replacement Systems.

B. Two-Phased Approach

Therefore, the City of Tulsa envisions this project in two phases as more clearly set forth in Article V 'Deliverables:'

1. Phase I - work that occurs prior to selection of the new Target Replacement Systems to include Data Profiling, Analysis and Cleansing Recommendations, and

2. Phase II - (at the City's option): work that occurs after Target Replacement System selection, ending in a successful migration of legacy data.

C. Current Environment

1. There are 2 primary legacy systems and many ancillary systems which support the operations of the Tulsa Police Department, Tulsa Municipal Courts, and the City Prosecutor's Office. The City developed these primary systems, TRACIS for Police, and JURIS for

the Courts and Prosecutor, as mainframe applications in the 1970s. They have undergone many revisions, extensions, and conversions to their present form. The individuals who developed and supported these systems are no longer available and documentation of the systems is limited. TRACIS and JURIS reside on the AIX operating system, version 5.3. The supporting databases are Oracle.

2. As such, the scope will also include any reverse engineering of systems to determine exact uses and relationships among the data. TRACIS and JURIS, in particular, are complex systems, written in Oracle Forms and Reports and Cobol batch programs, and it may be necessary to interrogate the systems to get a complete picture of the data values.

3. The scope optionally includes coordination with seller(s) of the new Target Replacement Systems (to be determined) to develop and execute a detailed migration plan. This migration plan will include the research, planning, evaluation, selection, and application of tools and methods for data migration, building temporary data stores for data evaluation, correction, testing (Article V, Phase II below).

The list of data stores in the current legacy systems (including TRACIS and JURIS) are as follows:

Application Name	Business Description	Database Sizing
ACISS Case Management	ACISS Case Management gives investigators the ability to track the progress of their cases every step of the way. Supervisors and administrators not only have the ability to track the cases of individual investigators, but also for entire units, squads, divisions.	MS SQL Server; DB1 (721 Tables) (18.5 GB, includes documents)
AEX Application Xtender Document Mgmt	Application Xtender scans, stores, retrieves, and preserves information, while providing role-based access from either a desktop interface or web browser.	MS SQL Server; DB1 (53 tables) (937 MB); documents on file share
Asset Fortieture		MS Access database, size unknown (small - two screens)
Authorized Agency	Local and regional officer database for verification of officer credentials for authorized access. Names, addresses and phone numbers of public safety officials for area/regional agencies.	Oracle; DB1 (6 Tables) (1.4 MB)
Bench Warrant Automation	Using warrant data from Juris, displays a .pdf version of a bench warrant and electronically signs the warrant with the judge's signature after entering a 4-digit pin.	MS SQL Server; DB1 (10 tables) (6.75 GB)

Application Name	Business Description	Database Sizing
Blue Team	Web based App tied to IAPRO. BlueTeam is software that allows officers and supervisors to enter and manage incidents from the field, but not see all the data in IAPRO.	See IAPRO; This is front end only
Case Management	Used to assign, track, and record disposition of cases currently being investigated by various units within the Detective Division of TPD, provide management reporting.	Oracle; DB1 (38 tables) (5.8 GB)
Clandestine Meth Lab Database	Meth Lab Tracking and Reporting including date and time occurred, fire involved, fatalities, address with location at address, method for creating meth, children involved, reporting agency, disposal agency, suspect information	Oracle; DB1 (42 tables) (9 MB)
IAPRO	TPD Internal Affairs with Officer and Internal Affair cases.	MS SQL Server; DB1 (351 tables) (1.94 GB)
JURIS (Judicial Records Information System)	Provides records management, tracking, and reporting for Tulsa Municipal Court. Court cases, court related. Municipal warrants and traffic.	Oracle; DB1 (76 tables) (3 GB), DB2 (28 tables) (24.5 MB), DB3 (70 tables) (1.2 GB)
Police Lineup System	Visual Basic / MS-SQL application providing for Tulsa Police field personnel make current and future assignment of personnel and equipment.	MS SQL Server; DB1 (15151 Tables - set of up to 10 tables per day since 2015-08) (1.27 GB)
Search Warrants	Management and reporting of Search Warrants for TPD/SID.	Oracle; DB1 (10 tables) (4.1 MB)
TRACIS (Tulsa Regional Automated Criminal Information System)	Provides records management, tracking, and reporting for Tulsa Police Department plus 39 other regional law enforcement agencies. Provides daily data feed to OSBI's Oasis data warehouse. Arrest History, Automated Pawn Entry, Evidence Tracking, Property Tracking, Stolen/Recovered Vehicles, UCR Reporting, Wanted Persons\Vehicles, Incident Report Tracking, Field Interview Report Tracking.	Oracle; DB1 (221 tables) (23.5 GB), DB2 (58 tables) (777.5 MB), DB3 (97 tables) (10.2 GB)
Violent Offender/Sex Offender	Records management for registration, tracking, and reporting of violent and sex offenders.	Oracle; DB1 (36 tables) (9.5 MB)

The scope excludes paper records, microfilm, microfiche, and any other non-electronic data.

IV.   DELIVERABLES:

Work on the Phase 1 Deliverables is currently ongoing. The following is a complete list of deliverables, some of which City staff may complete prior to engaging a consultant. The consultant may propose a different set of deliverables, with justification for each, subject to negotiation and approval by the City.

The products, reports, and plans to be delivered to the City will include:

A.   Phase I

1. Data assessment in current Legacy Systems

    a) Assessment of data quality

    b) Identification of data anomalies

    c) Data dictionaries for source systems

    d) Data cleansing recommendations

2. Completion of the Phase I deliverables will accomplish objectives including but not limited to:

    a) Data stores in scope must be assessed, with data anomalies identified.

    b) Each data store in scope must have a data dictionary and a cleansing recommendation.

    c) Data cleansing recommendation for each data store must be complete with no lost data, with the quality of cleansed data meeting or exceeding the cleansing acceptance criteria for each type or category of data.

B.   Optional Phase II
Data migration process design and execution. This work is to be conducted at the City's option after the Target Replacement System(s) are identified.

1. **Migration design**

    a) Gap identification between target systems and source systems

    b) Definition of the design of the migration process

    c) Definition of the testing processes and how to transition to the production system

    d) Archive design

2. **Migration build**

    a) Build/code solution

    b) Build required transformations

    c) Test the migration solution

    d) Iterative loading and validation to Target Replacement Systems

3. **Execution**

a) Determine when to run the migration based on source system allocations

b) Determine if a data synchronization technology is needed for each system

c) Run migration/data conversion

d) Ensure audit trails and logs are created

4. Transition

a) Ensure synchronization has been achieved

b) Determine when to move to the new system

5. Production

a) Determine archiving needs

b) Implement archive

c) Implement data retention policies

C. Phase II Objectives

Completion of the Phase II deliverables will accomplish objectives including but not limited to:

1. Data cleansing must be completed within the allotted timeframe.

2. All data needed to support core business processes in the new Target Replacement Systems must be:

a) converted and migrated from the identified legacy systems to the Target Replacement Systems completely and accurately,

b) as compared to the source,

c) and in accordance with department and regulatory policies on information controls and security.

d) Furthermore, converted data must be compatible with the target application, or in a mutually compatible format, such as NIEM or XML.

3. There are no dropped or incomplete records, and converted data must work well with the Target Replacement Systems.

4. All data not visible in the database, but important for the Target Replacement System, is identified and included in the data migration plan. This includes lookup and code tables written into the application's code.

5. Data conversion process must be completed within the allotted timeframe during the conversion cutover.

6. The quality of converted data must meet or exceed the established conversion acceptance criteria for each type or category of data.

V.   RESPONDENT AND PROPOSAL REQUIREMENTS:

To be considered, interested Respondents should submit or address the following:

A. One (1) unbound original and four (4) bound copies of the proposal plus one (1) electronic copy.

B. A description of the Respondent's qualifications and experience and that of key personnel assigned to this project (and that of each Respondent proposed as part of the team). It is noted that equipment, material and staff shall be provided by the Respondent.

C. A description of previous projects that Respondent (and any others proposed as part of Respondent's team) has conducted for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.

D. Provide a detailed project plan including a schedule, identifying beginning and ending dates of work, as well as project target dates.
Provide a description of tests that will used to determine completion of Phase I objectives.

E. To ensure that this project is completed in a timely manner, the City requires that the selected Respondent perform steps concurrently to expedite results and recommendations, as feasible.

VI.   EVALUATION OF PROPOSALS:

A panel consisting of not less than three City of Tulsa employees will evaluate proposals. Final selection shall be the sole determination of the City, and if a selection is made it will be to the Respondent whose proposal is determined to be in the best interests of the City. The approval of the selected Respondent will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the selected Respondent(s).

Evaluation Criteria

Quality or Attribute	Possible Value
Qualifications / Similar Engagements	40
Technical Approach	20
Project Management Approach	10
Cost	20
Completeness of Plans	10

VII.   TIME FRAME FOR REVIEW:

The time frame for review of proposals is expected to be six (6) weeks, but the City reserves the right to vary that as necessary to meet its objectives. At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of their proposals.

VIII.   AWARD OF PROPOSALS:

Per Tulsa Revised Ordinances (TRO) Title 6, Chapter 4, in addition to Price, these factors may be considered in the evaluation and award of proposals:

   1.   The ability, capacity and skill of the Respondent to perform the contract or provide the service required,

2.   Whether the Respondent can perform the contract or provide the service promptly or within the time specified, without delay or interference,

3.   The character, integrity, reputation, judgment, experience and efficiency of the Respondent,

4.   The quality of performance by Respondent of previous contracts or services,

5.   The previous and existing compliance by the Respondent with laws and ordinances relating to the contract or service,

6.   The sufficiency of the financial resources and ability of the Respondent to perform the contract or provide the service,

7.   The quality, availability and adaptability of the Supplies, Services, and Information Technology Systems offered by Respondent to the particular use required,

8.   The ability of the Respondent to provide future maintenance, support and service related to Respondent's offer,

9.   Where an earlier delivery date would be of great benefit to the Using Department, the date and terms of delivery may be considered in the Proposal award,

10.   The degree to which the Proposal submitted is complete, clear, and addresses the requirements in the Proposal specifications,

11.   If a point system has been utilized in the Proposal specifications, the number of points earned by the Respondent.

12.   The total cost of ownership, including the costs of supplies, materials, maintenance, and support necessary to perform the item's intended function.

13.   If an evaluation committee performs the evaluation, the recommendation of such committee.

IX.   MISCELLANEOUS:

A.   The City expects to enter into a written Agreement (the "Agreement") with the chosen Respondent that shall incorporate this RFP and your proposal. Further, Respondent will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary. Your response to this RFP and any subsequent correspondence related to this proposal process will be considered part of the Agreement, if one is awarded to you.

B.   All data included in this RFP, as well as any attachments, are proprietary to the City of Tulsa.

C.   The use of the City of Tulsa's name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.

D.   Your proposal must clearly indicate the name of the responding organization, including the Respondent's e-mail address and web site information, if applicable, as well as the name, address, telephone number

and e-mail address of the organization's primary contact for this proposal. Your proposal must include the name, address, telephone number and e-mail address of the Respondent and/or team of Respondents assigned to the City account.

E. The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.

F. The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics, see the provisions of the City of Tulsa Open Records Policy, available via the following link:

www.cityoftulsa.org/OurCity/documents/OpenRecordsActPolicy.pdf

The City shall not infringe upon any intellectual property right of any Respondent, but specifically reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the City's own proprietary data. All such proprietary data contained in your proposal must be clearly identified. The City shall not be under any obligation to return any materials submitted in response to this RFP.

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NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF _____)
)ss.
COUNTY OF_____)

I, _____ , of lawful age, being first duly
sworn, state that:

(Seller's Authorized Agent)

1.   I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Respondents and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.

2.   I am fully aware of the facts and circumstances surrounding the making of Seller's Proposal to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such proposal; and

3.   Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
   a.   to any collusion among Respondents in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
   b.   to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
   c.   in any discussions between Respondents and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: _____
                           Signature
Title: _____

Subscribed and sworn to before me this _____day of _____, 20____.

_____

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

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The Affidavit must be signed by an authorized agent and notarized

</div>

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INTEREST AFFIDAVIT

STATE OF _____)

)ss.

COUNTY OF_____)

I, _____, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Proposal. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Respondent's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Respondent's business which is less than a controlling interest, either direct or indirect.

_____

_____

_____

                                         By: _____

                                                  Signature

                                         Title: _____

Subscribed and sworn to before me this _____day of _____, 20____.

_____

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

<div style="border:2px solid black; text-align:center; color:red; font-weight:bold;">

The Affidavit must be signed by an authorized agent and notarized

</div>

AFFIDAVIT OF CLAIMANT

STATE OF _____)

)ss.

COUNTY OF_____)

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

Company: _____

_____

Remit to
Address: _____

City, State
Zip: _____

Phone: _____

Name (print): _____

Signature: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20___.

_____
Notary Public

My commission expires: _____
My commission number: _____

The Affidavit must be signed by an authorized agent and notarized

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RESPONDENT INFORMATION SHEET

Respondent's Legal Name: _____
(Must be Respondent's company name exactly as reflected on its organizational
documents, filed with the state in which Respondent is organized; <u>not </u>simply a DBA.)

State of Organization: _____

Respondent's Type of Legal Entity: (check one)

    (   ) Sole Proprietorship   (   ) Limited Liability Company
    (   ) Partnership   (   ) Limited Liability Partnership
    (   ) Corporation
    (   ) Limited Partnership   (   ) Other: _____

Address: _____
                Street   City   State   Zip

Website Address:_____**Email Address:** _____

Sales Contact: **Legal or Alternate Sales Contact:**

Name: _____   Name: _____

Street: _____   Street: _____

City: _____   City: _____

State: _____   State: _____

Phone: _____   Phone: _____

Fax: _____   Fax: _____

Email: _____   Email:_____

EXHIBIT A - Price Sheet Summary

Phase 1			
Data assessment in current Legacy Systems	**Cost/Hour**	**Estimated Hours**	**Extended Cost**
1 Assessment of data quality	$		$
2 Identification of data anomalies	$		$
3 Creating Data dictionaries for source systems	$		$
4 Formulating Data cleansing recommendations	$		$
TOTAL ESTIMATED COST:			**$**

Phase 2 - Optional Purchase			
Data migration process design and execution	**Cost/Hour**	**Estimated Hours**	**Extended Cost**
1 Migration design	$		$
2 Migration build	$		$
3 Execution	$		$
4 Transition	$		$
5 Production	$		$
TOTAL ESTIMATED COST:			**$**

Company Name: _____   Date: _____

Signature: _____

Name Printed: _____

Title: _____

It is anticipated that the City of Tulsa will enter into an Agreement (contract) with the selected Respondent for an initial term ending one (1) year from the date of its execution by the City's Mayor, with four (4) one-year renewals available at the option of the City. Contracts entered into by the City of Tulsa generally include, but are not limited to, the following terms:

1. **Renewals.** Contractor understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.

2. **No Indemnification or Arbitration by City.** Contractor understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Contractor shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.

3. **Intellectual Property Indemnification by Contractor.** Contractor agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks or copyrights.

4. **General Liability.** Contractor shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.

5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Contractor or Contractor's subcontractors under the scope of this Agreement.

6. **No Confidentiality.** Contractor understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.

7. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and

participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Contractor shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.

10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.

11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Contractor may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.

12. **Equal Employment Opportunity.** Contractor shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

The undersigned Respondent agrees to the inclusion of the above provisions, among others, in any contract with the City of Tulsa.

Company Name: _____   Date: _____

Signature: _____

Name Printed: _____

Title: _____